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ABSTRACT

This collective bargaining agreement between the Shasta-Tehama-Trinity Joint Community College District and the Shasta College Faculty Association establishes conditions of employment for all full- and part-time regular or contracted certificated employees of the district. The articles of the agreement set forth provisions related to: (1) conditions of the contract concerning unit stability, duration, ratification, and organizational security for part-time employees; (2) hours of employment; (3) transfer of duty location; (4) workload and class size; (5) evaluation policy; (6) leaves of absence; (7) wages and benefits; (8) payroll deductions; (9) safety conditions; (10) grievances; and (11) a savings clause. The Shasta College Calendar; an evaluation form; an application for sabbatical leave; and memoranda regarding health benefits for retirees, early retirement incentives, sabbatical leaves, medical insurance, and calendar negotiations are appended. (EJV)

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CERTIFICATED MASTER CONTRACT AGREEMENT FOR 1987-90

SHASTA-TEHAMA-TRINITY JOINT COMMUNITY COLLEGE DISTRICT

NOVEMBER 11, 1987

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ARTICLE I: CONDITIONS OF THE CONTRACT

A. Agreement

The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Shasta-Tehama-Trinity Joint Community College District ("Board") and the Shasta College Faculty Association/CTA/NEA ("Association"), an employee organization.

B. Unit Stability

The Board of Trustees recognizes the Association as the exclusive representative of all full-time and part-time regular or contract certificated employees, summer school certificated employees, employees who are replacements for certificated employees on leave of absence or sabbatical leave, and those hourly paid certificated employees and temporary certificated employees who are hourly paid and have taught at least the equivalent of three semesters out of the last six semesters inclusive, and excluding substitutes and employees designated management by the Board as follows:

District Superintendent/President
Vice Presidents
Deans
Associate Deans
Director of Community Services
Division Directors
Athletic Director

No unit positions of the Association will be changed during the term of the contract without mutual consent of the Association and the Board.

C. Term of the Contract

1. The term of this agreement is July 1, 1987 through June 30, 1990, and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no later than March 15 of its request to modify, amend, or terminate the agreement. Not later than April 1 of the calendar year in which this agreement expires, the Board's negotiator shall meet with the Association for the purpose of establishing a calendar of meeting dates for the year. This calendar can be modified by mutual consent.

ARTICLE I: CONDITIONS OF THE CONTRACT (Continued)

C. Term of the Contract (Continued)

2. The provisions of this contract will remain in full force and effect until agreement on a subsequent contract is reached between the Association and the District or until negotiations on a subsequent contract are terminated without agreement.

D. Ratification

The final proposal as agreed upon and signed by negotiators for both parties will be submitted to the Board of Trustees for ratification at the next regularly scheduled Board meeting or within thirty (30) days after signing of the final agreement by negotiators.

E. Revision of the Contract

Revision of this agreement may occur during the term by mutual agreement. For the 1988-89 academic year, either party may reopen negotiations no later than March 15, 1988, with respect to Article VII (Wages and Benefits) and two other articles of each party's choosing. In addition, the parties shall, on or before April 15, 1988, meet and negotiate concerning sabbatical leaves for the 1989-90 and subsequent academic years.

For the 1989-90 academic year, either party may reopen negotiations no later than March 15, 1989, with respect to Article VII (Wages and Benefits), calendar, and two other articles of each party's choosing.

F. Effect of Agreement

It is understood and agreed that the specific provisions contained in this agreement shall prevail over District practices and procedures and over state law to the extent permitted by state law.

G. Organizational Security

1. Part-Time Employees

a. Termination and Reemployment

(1) A part-time certificated employee may appeal the decision to terminate his/her assignment through the administrative chain to the Vice President for Instruction, whose decision shall be final. The initial appeal shall be filed in writing with the Division Director or Evening Dean, as appropriate, within ten (10) working days after

ARTICLE I: CONDITIONS OF THE CONTRACT (Continued)

G. Organizational Security (Continued)

1. Part-Time Employees

a. Termination and Reemployment

(1) (Continued)

the employee receives written notice of termination of his/her assignment. The decision of the Division Director or Evening Dean may be appealed within ten (10) working days to the Vice President for Instruction. Each administrator shall respond in writing within ten (10) working days.

(2) In the event of temporary termination due to insufficient class enrollment, the said instructors will be offered, in a subsequent semester, opportunity for reemployment in part-time hourly courses for which they are credentialed and qualified for a period of 24 months beginning with the first day of the following semester. Qualification shall be determined by the District based upon fields of study, past teaching experience congruent with the specific course offering, and proven instructional ability.

(3) In the event that a full-time instructor is asigned to replace a part-time instructor as provided for in Article II and/or a reduction-in-force, part-time instructors shall be released in inverse seniority based on the date of having first rendered paid services as a part-time instructor taking into account credentials and qualifications. Qualification shall be determined as set forth in Section G(2) above. A part-time instructor released pursuant to this section shall be offered the first opportunity for reemployment in part-time hourly courses for which the instructor is credentialed and qualified.

ARTICLE II: HOURS OF EMPLOYMENT

A. Definitions

Calendar -- the calendar for the academic year appears as Appendix A of this Contract.

Consecutive Hours of Employment -- those hours starting from the beginning of the first class of a given instructor until the termination of his/her final class in any calendar day.

Days of Employment -- the number of days of service for the academic year shall be 175 days. There shall be 175 days of instruction each academic year.

Duty Year -- the duty year shall start with the first teacher duty day on the calendar and shall end for each individual instructor on the last duty day on the calendar, or with the submission of grades in June and the permission of the appropriate administrator(s) designated by the Superintendent/President.

B. Terms

It is the expressed intent of this section to include only certificated contract employees and regular employees as defined in Education Code, Section 87601, (a) and (b), except those employees employed on an hourly basis.

The normal college business hours are 8 a.m. to 5 p.m., Monday through Friday. Selected educational programs and services are offered, however, from 5 p.m. to 11 p.m. on and off campus, as well as on the weekend.

Certificated personnel whose duties are classroom instruction shall be on duty on the college campus an average of 30 hours per week over a span of four (4) consecutive weeks or a proration based on the instructor load formula. It is understood that instructional duties may require a minimum of ten hours off campus for instructionally related activities to be performed at the discretion of the instructor.

Instructional duties shall be scheduled by each instructor on each of the five days per week. Exceptions to this may be approved by the division director and the Vice President for Instruction.

ARTICLE II: HOURS OF EMPLOYMENT (Continued)

B. Terms (Continued)

Instructors shall inform their division secretary and/or their division director of their whereabouts during those hours when they are expected to be available on campus beyond their classroom assignments and required scheduled office hours.

A schedule including the instructor's approved class schedule and providing for at least five hours for student conference per week shall be prepared by the instructor and placed on file with the division director, Vice President for Instruction, Counseling Center, and a copy on their office door. Instructors who have 25 or more contact hours per week will have as many office hours scheduled as needed to meet the 30 hour per week provision. Instructors shall remain in their offices during the scheduled student conference hours unless another arrangement has been approved in advance, and in writing, by the appropriate division director.

Those certificated staff members who are assigned full time to nonclassroom responsibilities shall be scheduled duties for an average of 35 hours per week during the contract year. It is understood that nonclassroom responsibilities may require a minimum of five hours off campus for nonclassroom-related activities to be performed at the professional discretion of the staff member. Any certificated staff member whose assignment encompasses both classroom teaching and nonclassroom duties will be assigned in accordance with the District Faculty Load Formula.

According to college policy, classroom instructors will, whenever possible, be assigned a major portion of their instructional load during the hours of 8 a.m. to 5 p.m., Monday through Friday. Instructors may, however, be assigned classes during evenings and weekends as special needs of the District dictate. If, because of special needs of the District, it becomes necessary to assign certificated employees other than between the hours of 8 a.m. to 5 p.m., such assignments will be made by mutual agreement of the staff member and the supervisor whenever possible. If mutual agreement cannot be achieved, such assignment will be made only by the appropriate vice president who shall document all the alternatives considered and justify the necessity for the assignment. All loads so assigned will be considered in the District load policy and at no time will required daily scheduled classroom instruction span more than seven hours unless specifically requested in writing by the employee and approved by the appropriate vice president.

ARTICLE II: HOURS OF EMPLOYMENT (Continued)

B. Terms (Continued)

No scheduled hours for any regular assignment will exceed a nine-hour span of time.

Whenever an evening assignment is made, the assignment the next day will be taken into account.

All certificated load assignments will be made in consultation with the employee, the immediate supervisor, and the appropriate vice president.

Any exceptions of these "hours of employment" provisions must be approved by the appropriate vice president through the recommendation of the immediate supervisor.

All unit members are required to attend staff meetings scheduled by the District Administration unless excused in writing and in advance of the meeting.

ARTICLE III: LOCATION TRANSFER

A. Definitions

Location Transfer -- a change of duty location outside a ten mile radius of the duty station held immediately prior to the assignment change.

B. Application of Contract

When transfer of a contract or regular employee requires transportation from one District location to another during any one calendar day, it is agreed that transportation will be furnished by the District; and that the required driving time will be considered in the instructor load formula.

If transportation is not furnished, the employee will be compensated at the District's existing mileage rate from the Shasta College Redding campus to the site of transfer.

C. Location Transfer

If, because of changing student preferences, it becomes necessary to transfer personnel covered by this agreement, such transfers will be made by mutual agreement of the staff member and the supervisor whenever possible. If mutual agreement cannot be achieved, such transfer will be made only by the appropriate vice president who shall state the reasons for the transfer in writing.

D. Travel Expenses

An employee transferred under the provisions of this Article shall be paid for travel to the newly assigned location at the regular college rate per mile for miles traveled in excess of twice the distance between the employee's home and Shasta College.

In addition, the employee will be paid one-half of his/her regular hourly teaching rate for driving time to and from the newly assigned location in excess of twice the time previously spent driving between his/her home and Shasta College.

ARTICLE IV: WORKLOAD - CLASS SIZE

A. Definitions

Lecture Hour

A lecture hour shall consist of 50 minutes of formal lecture per week per academic semester. Each lecture hour shall equal a Teaching Unit.

Laboratory Hour

A laboratory hour shall consist of 50 minutes of laboratory instruction per week per academic semester. Each laboratory hour shall be equal to .75 of a Teaching Unit.

Preparations

A preparation is defined as the number of distinct courses for which an instructor must prepare during the course of a normal week of instruction. Courses requiring a distinct and separate lab will be given two preps.

Contact Hours

A contact hour is defined as the number of hours the instructor spends in each of his/her classes each week multiplied by the number of students in each of his/her classes.

B. Instructional Faculty Load Formula

Weights	1	2	3	4	5	6
T. Units	8 or less	9-11	12-14	15-17	18-20	21-23
Preps	1	2	3	4	5	6 or more
Contact Hours	1-200	201-350	351-500	501-650	651-800	801-950

ARTICLE IV: WORKLOAD - CLASS SIZE (Continued)

B. Instructional Faculty Load Formula

1. For every 150 WSCH over 950, add one load weight.

2. Each weekly laboratory contact hour will be calculated at .75 T. units, and each weekly lecture contact hour will be calculated at one (1) T. unit.

3. Courses requiring a distinct and separate lab will be given two (2) preps.

4. Nine or less load weights will be considered an underload. Thirteen or more load weights will be considered an overload. The load range based on a four semester total will be 40-48 load weights. Any increase in this maximum must have written approval of the faculty member, the division director, and the Vice President for Instruction.

5. No instructor will be assigned a load weight exceeding 15 in any given semester unless the load is requested in writing by the instructor and has been discussed and approved by the division director, any appropriate deans, and the Vice President for Instruction. An excess of 15 load weights will require documentation regarding the rationale for granting. (See 12)

6. All instructional loads will be automatically reviewed after two semesters.

7. The weekly student contact hours will be calculated based on the first census week of each semester.

8. Divisional faculty members and instructional administrators shall be responsible for determining and establishing appropriate class size by mutual consent.

   a. The voluntary consent of the faculty member shall be required to exceed established class size. Overload will be facilitated by faculty use of overenrollment cards.

   b. The number of students in laboratory sections shall not exceed the number of established stations and/or available equipment or teaching aides.

ARTICLE IV: WORKLOAD - CLASS SIZE (Continued)

B. Instructional Faculty Load Formula (Continued)

9. All faculty members shall be notified in writing at least three (3) weeks in advance of the printing of the course schedules for the ensuing academic period. Each faculty member shall meet with his/her immediate supervisor to modify or or otherwise alter such schedule as necessary and to adopt a mutually acceptable final schedule for that academic period. The class schedule must be approved by the Vice President for Instruction.

10. Whenever a certificated employee is underloaded, the District may assign up to the required average as defined in Section 4 herein; or if the underload is due to insufficient enrollment, the District may then reassign any full-time unit member to another instructional area or division.

    If the above unit member cannot qualify for reassignment, the District will establish a program for retraining which enables such reassignment. The retraining program may be conducted through the professional growth program, or at the District's discretion, through the utilization of the special sabbatical leave for retraining as set forth in Article VI, B, 2, a.

11. The load formula applies to scheduled instructional classes only. For classes scheduled for less than the full semester, WSCH will be calculated by prorating the scheduled WSCH over the entire semester.

ARTICLE V: CERTIFICATED EMPLOYEES' EVALUATION POLICY

A. Introduction

The District shall evaluate unit members on a uniform basis. Contract employees shall be evaluated at least once each year, regular employees shall be evaluated at least once every two academic years, and part-time employees shall be evaluated at least the first two semesters of employment. The final formal evaluation shall incorporate both the student and the administrative evaluations for all teaching personnel.

The criteria for evaluation shall be as set forth in the Evaluation Summary document, Appendix B, which is attached hereto and incorporated herein by reference.

A unit member shall be entitled to the following procedural rights as part of any evaluation:

1. Transmission of written evaluations and assessments to the employee.

2. Opportunity for the employee to react or respond in writing to the written evaluation and assessment.

3. Recommendation of the supervisor.

4. Notification in writing of unsatisfactory performance, including recommended improvements.

5. Providing assistance to improve performance.

6. Upon request, the right of representation by the Association at any conference concerning an evaluation.

As used in this section, the following definitions will pertain:

1. Personnel File -- those documents associated with personnel processing, such as application transcripts, placement office file, TB tests, etc.

2. Evaluation File -- any documents associated with evaluation of performance related to contract responsibilities.

ARTICLE V: CERTIFICATED EMPLOYEES' EVALUATION POLICY (Continued)

B. Evaluation Process - Instructors

The Instructional Vice President will supervise the overall evaluation process for instructors. Contract employees will be evaluated each year; regular employees at least once every two academic years.

Student evaluation shall be implemented upon request by the instructor, division director, or Vice President for Instruction. (Exception: All Contract employees shall be evaluated by the students for the entire non-tenured period.)

During the first two (2) weeks of every semester, instructors will have available for each student a written copy of the course description, objectives, grading, testing, attendance, and other requirements expected of the students. This information will establish the primary basis for evaluation of the course and the instructor by the various parties involved.

Each division director will orient his/her division members to be evaluated near the beginning of the school year. They will:

acquaint instructors with the college's total program of instructor evaluation (i.e. philosophy, objectives, staff responsibilities, procedures and processes, evaluative instruments, etc.);

make clear to the instructors to whom they are chiefly responsible for their evaluation and retention; and

advise the instructors of any particulars concerning professional responsibilities which might influence the instructors' evaluations.

1. Student Evaluation

a. The objective of student evaluation is to:

(1) Determine student response to the fulfillment of the stated and distributed course objectives.

(2) Give a basis for the instructors, division directors, and administrator to communicate for the purpose of maintaining a strong instructional program.

(3) Become an official part of the instructor's confidential evaluation file for use in the overall evaluation process.

ARTICLE V: CERTIFICATED EMPLOYEES' EVALUATION POLICY (Continued)

B. Evaluation Process - Instructors (Continued)

b. Each instructor will:

(1) Distribute and explain the course objectives, grading policy, references and materials required, assignment procedures, practices, and other pertinent information about the course near the beginning of each semester.

(2) Periodically review the course objectives with the students during the course of the semester for the purpose of refreshing the expected outcome of the course.

(3) Consult with the division director in selecting a minimum of two classes (2) classes each semester the instructor is to be evaluated, to be used as the student evaluation classes.

c. The Research Office shall conduct the student evaluation and shall:

(1) Assure the students that responses will remain anonymous.

(2) Explain the procedures for filling out the evaluation form.

(3) Encourage students to make written comments on the evaluation form.

(4) Distribute and collect evaluation forms and return them to the Research Office for tabulation.

(5) Summarize the evaluation instruments maintaining confidentiality.

(6) Solicit questionnaire responses from students who withdrew from the courses being evaluated.

(7) Submit three (3) copies of the evaluation summary to the Vice President for Instruction.

ARTICLE V: CERTIFICATED EMPLOYEES' EVALUATION POLICY (Continued)

B. Evaluation Process - Instructors (Continued)

d. The Vice President for Instruction will:

(1) Return one (1) copy of the evaluation summary to the instructor's division director, return one (1) copy to the instructor, and maintain one (1) copy in the instructor's evaluation file. The division director's copy will be returned to the Vice President for Instruction's Office with the Evaluation Summary Report.

(2) Utilize the student evaluation summary in carrying out the overall evaluation process.

e. Criteria for student evaluation:

(1) An evaluation instrument will be used which includes the following criteria and will be designed in such a way to reflect the nature of the class (i.e. lab, activity, lecture, etc.):

(a) Were the course objectives clearly distributed, explained, and fulfilled?

(b) Were the grading assignments, required materials, and other miscellaneous course requirements appropriate for fulfilling the course objectives and unit credit for the course?

(c) Was the course useful and practical for the student?

(d) Was the material organized and presented in a clear, interesting, and meaningful manner?

(e) Was the classroom atmosphere appropriate for learning? (i.e. was the student free to express his/her views; was the instructor courteous; did the instructor stimulate intellectual curiosity?)

(f) Was the student able to receive adequate out-of-class assistance from the instructor?

(g) Did the instructor attend to the mechanical aspects of the class? (i.e. returning papers quickly, starting class on time, etc.)

ARTICLE V: CERTIFICATED EMPLOYEES' EVALUATION POLICY (Continued)

B. Evaluation Process - Instructors (Continued)

2. Administrative Observations

This procedure will be supervised by the Vice President for Instruction but will involve other administrators and division directors.

a. Each division director will inform the instructors of the division schedule for carrying out the evaluations and the post-observation conferences.

b. Whenever possible, it would be desirable to have the administrative observations in one of the same classes being evaluated by students.

c. Each division director or other evaluator should adhere to the following criteria as he/she completes each classroom observation report; hence, his/her actual classroom observations should be guided by these criteria and the report should:

(1) Include significant data regarding factors which may influence teaching performance (e.g. number of different class preparations, number of students in class, years of experience teaching the particular course, classroom facilities, etc.).

(2) Be based upon full context of total observation.

(3) Be in terms of observable behavior. Judgments of teaching performance should refer to behavior as recorded in the report.

(4) Avoid observations which cannot be supported by specific instances or generally accepted criteria of good educational practices (e.g. reports should not reflect disagreements over theories of teaching methods and procedures where the methods and procedures in question are commonly used and appropriate to the purposes of the class).

ARTICLE V: CERTIFICATED EMPLOYEES' EVALUATION POLICY (Continued)

B. Evaluation Process - Instructors (Continued)

d. Each division director or other evaluator should make certain that post-observation conferences are held with the instructor concerned as soon as possible following the observations but no later than ten (10) working days following the observation.

(1) During the conference the instructor shall be allowed to read and react to the observation report.

(2) Both strengths and possible weaknesses will be considered. Any specific suggestions as to recommended improvement should be included in the report.

(3) Upon conclusion of the conference, the observation report shall be signed both by the instructor and the evaluator. The instructor shall have the opportunity to present his/her own comments in writing on the substance of the report. Signing the report does not necessarily indicate that the evaluated instructor agrees with the report, but only that he/she has read the report. The instructor will receive a copy of the signed report.

(4) The original copy of each observation report will be sent to the Instruction Office after each conference.

e. The observation reports will become part of the Evaluation Summary Report.

C. Nonteaching Personnel Evaluation Procedure

1. Administrative Evaluation of Nonteaching Certificated Employees

Each nonteaching staff member will be evaluated by his or her immediate supervisor. A written evaluation will be prepared incorporating the following features:

a. Evaluation of job performance

ARTICLE V: CERTIFICATED EMPLOYEES' EVALUATION POLICY (Continued)

C. Nonteaching Personnel Evaluation Procedure (Continued)

b. A conference will be held to discuss the evaluation of job performance. During the conference:

(1) The employee shall be allowed to read and react to the performance report.

(2) Both strengths and weaknesses should be considered. Any specific suggestions as to how possible difficulties could be remedied shall be discussed.

(3) Upon conclusion of the conference, the observation report should be signed by the employee and the evaluator. The employee shall have the opportunity to present comments in writing on the substance of the report. Signing the report does not necessarily indicate that the evaluated employee agrees with the report, but only that the report has been read. The employee will receive a copy of the signed report.

(4) The original copy of each observation report should be sent to the appropriate vice president's office after each conference.

c. The observation reports will become part of the Evaluation Summary Report.

D. Evaluation Summary Report

1. Evaluation Summary Reports are prepared by the supervisors who are responsible for the administrative evaluations. It is a compilation of the self, student, service population, and administrative evaluations. After the summary is completed, a copy is provided for the person being evaluated before a conference is held.

2. The conference is intended to review the content of the summary report and afford the person being evaluated an opportunity to react to the report and establish a plan for appropriate professional growth and a timetable for re-evaluation of deficient areas.

ARTICLE V: CERTIFICATED EMPLOYEES' EVALUATION POLICY (Continued)

D. Evaluation Summary Report (Continued)

3. Supervisors having responsibilities for evaluation should observe the following guidelines regarding the use and contents of the evaluation reports and other data gathered as part of the evaluation.

   a. Should data be collected which adversely affects the person being evaluated, the nature of this data should be known to him/her in order that he/she may make the recommended improvements.

   b. No data should be collected from sources not having responsibilities for evaluation unless those sources have knowledge that the information will be used in the evaluation process and give their written permission for the materials to be used for evaluating purposes.

   c. All data which may be detrimental to the evaluation of an individual should not be considered valid unless the nature of the complaint or criticism has been signed as a complaint or criticism by the originating source and the instructor has been given an opportunity to react to the data. Student evaluations will be utilized in summary form.

4. Maintenance of Evaluation Files

   a. The appropriate vice president will maintain a file of evaluation reports for each instructor. Verification that this process has been completed will be made to the Superintendent/President.

   b. Files for nonteaching personnel will be kept in the office of the appropriate vice president.

   c. Before any derogatory information is inserted in the official evaluation file, a conference will be held between the faculty member and the supervisor to review the concern in detail. Any written derogatory information to be included in the evaluation file must be channeled through the Superintendent/President or the appropriate vice president, and the faculty member shall have the opportunity to respond, in writing. This written response shall be included in the evaluation file.

ARTICLE V: CERTIFICATED EMPLOYEES' EVALUATION POLICY (Continued)

E. Actions Subsequent to the Evaluation

1. Every effort will be made to eliminate areas of deficiencies in the person being evaluated. A timeline for eliminating these deficiencies will be established with further evaluation procedures set up.

2. In the event serious deficiencies remain after the evaluation process and attempts have been made to resolve these deficiencies:

   a. Contract employees will be subject to disciplinary action to include failure of the District to rehire as described in Education Code, Sections 87607 through 87612.

   b. Regular employees will be subject to disciplinary action primarily upon the grounds described in Education Code, Section 87732 but only through the process described in the Education Code or other legal provisions.

F. Appeal Procedures

Formal legal appeal to disciplinary action is available to certificated personnel through Section 87673 and other sections of the Education Code.

ARTICLE VI: LEAVES

A. Definitions

Immediate Family -- the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any foster child or any relative living in the immediate household of the employee.

Paid Leave -- any leave in which the employee receives any remuneration from the District in the form of salary and/or fringe benefits. All other leaves will be considered unpaid.

B. Leaves and Transfer Policies

When any provision of the California State Education Code expressly authorizes or requires the Governing Board of a school district to grant a leave of absence for any purpose or for any period of time to persons employed in positions requiring certification qualifications, that express authorization or requirement does not deprive the Governing Board of the power to grant leaves of absence with or without pay to such employees for other purposes or for other periods of time, so long as the Governing Board does not deprive any employee of any leave of absence to which he/she is entitled by law. (Education Code, Section 87764)

1. Short-Term Leaves

   a. Absences

      Unless otherwise provided for in this contract, certificated employees shall not be absent from the college campus during their scheduled assignment without prior notification and approval from the appropriate vice president or his/her designee.

   b. Bereavement Leave

      Every certificated employee is entitled to a leave of absence, not to exceed five days, in the event of a death of any member of his/her immediate family. No deduction shall be made from the salary of such employee nor shall such leave be deducted from other leaves granted by the Governing Board of the District.

ARTICLE VI: LEAVES (Continued)

B. Leaves and Transfer Policies

c. Witness and Jury Duty

A leave of absence will be granted any employee when he/she has been called for jury duty in the manner provided by law. The Governing Board shall grant such leaves of absence with pay up to the amount of the difference between the employee's regular earnings and any amount received for jury or witness fees.

In practice, each employee will endorse juror's or witness' fees to the District and receive regular District salary. Mileage and meal allowances will be paid directly to the employee. If fees are not endorsed to the District, the leave will be granted without pay. Only those fees received by the employee attributable to scheduled hours of employment shall be subject to the endorsement policy.

Leaves for witness duty will be granted during scheduled duty hours to employees being compensated as professional expert witnesses upon prior application followed by approval of the appropriate vice president or District Superintendent, upon the recommendation of the division director, provided that the following conditions are met:

(1) A suitable substitute is obtained by the District, and the District is reimbursed by the professional expert witness for the cost of the substitute.

(2) That the instructor meets his/her 30-hour obligation.

d. Personal Necessity

Any days of leave of absence for illness or injury allowed pursuant to Education Code, Section 87781 (Illness and Injury Leave of Absence) may be used by a certificated employee in case of personal necessity, not to exceed six (6) days in any school year.

ARTICLE VI: LEAVES (Continued)

B. Leaves and Transfer Policies (Continued)

d. Personal Necessity (Continued)

The Superintendent/President, Vice President for Instruction, Dean of Business Services, or Dean of Student Personnel Services, as appropriate, are authorized to grant such personal necessity leave upon application in writing to them. They may require appropriate documentation. Prior approval of the Superintendent/President, Vice President for Instruction, Dean of Business Services, or Dean of Student Personnel Services, as appropriate, must be obtained, except for the following reasons:

(1) Death or serious illness of a member of the immediate family.

(2) Accident, involving the employee's person or property or the person or property of a member of the immediate family.

(3) Male employees shall be entitled to paternity leave during their wife's pregnancy or recovery period.

In the case of leaves for the reasons listed above, the application for the leave shall be submitted by the certificated employee within ten (10) days following the last day of the leave.

In addition to emergencies listed above, Personal Necessity Leave may be requested for matters of critical importance involving the employee or members of his/her family which require that the employee be off campus for one day or more.

e. Military, National Guard, and Reserve

Certificated employees shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave. (California Education Code, Section 87832, as it pertains to certificated employees.)

f. Personal Illness and Injury

Full-time certificated employees working a normal ten-month contract shall be entitled to ten contract days leave of absence with full pay for illness or injury for each contract year of service. Certificated employees employed for more than ten months will be entitled to one day per month or a prorated portion

ARTICLE VI: LEAVES (Continued)

B. Leaves and Transfer Policies (Continued)

f. Personal Illness and Injury (Continued)

thereof for each additional month or a portion of a month of service. This will be equivalent to .25 days of additional leave for each additional week of service. A certificated employee employed for less than full time shall be entitled to, for each contract year of service, a proration of the entitlement earned by full-time certificated employees.

Credit for this leave of absence need not be accrued prior to taking such leave, and such leave of absence may be taken at any time during the contract year. If the entire leave of absence entitlement is not utilized during the contract year, remaining days shall be allowed to accumulate from year to year.

Any certificated employee who has been employed by the District for one or more contract years and who accepts a certificated position in another district shall transfer accumulated days of leave of absence for illness or injury in accordance with Section 87782 of the California Education Code.

Certificated employees desiring sick leave allowance are required to submit a written absence report within two (2) working days after return to duty.

If the absence exceeds five (5) working days, the employee shall be required to provide a physician's written verification of illness and a release to return to duty.

Certificated employees who are absent from duties on account of illness less than one day but from three to five hours shall be charged for one-half day sick leave. Absence less than three hours shall not be charged.

When a person employed in a position requiring certification qualifications is absent from duty on account of illness or accident for a period of five school months or less, whether or not the absence arises out of or in the course of the employment of the employee, the amount deducted from the salary due for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill this position during an absence or, if no substitute employee was

ARTICLE VI: LEAVES (Continued)

B. Leaves and Transfer Policies (Continued)

f. Personal Illness and Injury (Continued)

employed, the amount which would have been paid to the substitute had a substitute been employed. The District shall make every reasonable effort to secure the services of a substitute employee.

When certificated employees are absent from duty on account of illness for a period of more than five school months, or when a person is absent from duty for a cause other than illness, the amount deducted from the salary due for the month(s) in which the absence occurs shall be determined by the Governing Board.

g. Industrial Accident and Illness Leave

Industrial Accident and Illness Leave shall be for not more than 60 days during which the college is required to be in session or when the employee would, otherwise, have been performing work for the District in any one fiscal year for the same accident. Such Industrial Accident and Illness Leave shall commence on the first day of absence and shall not be accumulated from year to year.

When a certificated employee is absent from duty due to an industrial accident or illness, the employee shall be paid the portion of the salary due for any months in which the absence occurs as, when added to the temporary disability indemnity under Division 4.5 of the Labor Code, will result in a payment of not more than the employee's full salary. The phrase "full salary" shall be computed so that it shall not be less than the employee's average weekly earnings, as that phrase is utilized in Section 4453 of the Labor Code. The maximum minimum average weekly earnings set forth in Section 4452 of the Labor Code shall, otherwise, not be deemed applicable.

Industrial Accident and Illness Leave shall be reduced by one day for each day of authorized absence regardless of the temporary disability indemnity award. When an industrial accident and illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same illness or injury.

ARTICLE VI: LEAVES (Continued)

B. Leaves and Transfer Policies (Continued)

g. Industrial Accident and Illness Leave (Continued)

Upon termination of the industrial accident and illness leave, the employee shall be entitled to sick leave benefits or any other applicable leave as outlined in this section or in the California State Education Code; and the absence shall be deemed to have commenced on the date of termination of the industrial accident and illness leave, provided that if the employee continues to receive temporary disability indemnity, the employee may elect to take as much accumulated sick leave which, when added to the temporary disability indemnity, will result in a payment of not more than his/her full salary.

During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity check received on account of the industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.

Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the state of California unless the Governing Board authorizes travel outside the state.

h. In-Service Leave

At the beginning of the academic year, the division members and their division director will review proposed in-service leaves planned for the year. Consistent with that review, each bargaining unit member will be offered the opportunity to take an in-service leave, to the extent of division funds budgeted, said offer to be rotated among all members of the bargaining unit, within a division or department, starting with the most senior member of the division or department.

Reasonable and necessary expenses for meals, lodging, and transportation shall be reimbursed.

If the instructor wishes a substitute, and one is available, one will be hired. A bargaining unit member shall not be paid for voluntarily substituting for another bargaining unit member between the hours of 8 a.m. and 5 p.m. Substitute employees are not members of the bargaining unit.

ARTICLE VI: LEAVES (Continued)

B. Leaves and Transfer Policies (Continued)

2. Long-Term Leaves

a. Sabbatical Leaves

Under the provisions of California Education Code, Sections 87767-87775, the Board of Trustees may grant any certificated employee of the District a leave of absence not to exceed one year for the purpose of permitting advanced research, travel, or other acceptable plans submitted by the employee and designated for the benefit of the College District and the students.

A certificated employee is eligible to apply for either a one-semester or a one-year leave of absence for the above purposes after completion of each six consecutive years of certificated service to the District. (Education Code, Section 87768). The certificated employee shall be employed at least one-half time during the year for that year to qualify as one of the six. When the certificated employee has accrued the equivalent of five and one-half contract years, the Board will consider granting a sabbatical leave.

In keeping with this policy, authorized leaves will not constitute a break in the continuity of service and shall be included as a year of service in computing eligibility requirements.

Leave time shall be included not only for service and experience on the salary schedule, but for subsequent leaves and/or retirement. Should the employee desire to maintain state teachers' retirement credit for the period of absence, the employee will pay to the system additional contributions based on the compensation earned and the compensation earnable during the period of sabbatical leave. (Education Code, Section 22716). Neither would service under a national fellowship or foundation for a period of not more than one year be considered as a break in service.

Selection:

All certificated employees covered by this agreement will be given equal consideration in determining priority, with the number of those on leave being so balanced among the faculty as to preserve continuity in the educational programs or services of the college and with the potential value of the leave to

ARTICLE VI: LEAVES (Continued)

B. Leaves and Transfer Policies (Continued)

2. Long-Term Leaves

a. Sabbatical Leaves (Continued)

Selection (Continued)

the students and to the college district being of primary importance.

An employee applying for his/her first sabbatical leave shall have priority over one applying for a second sabbatical leave. Its worth shall be judged not only in terms of professional value to the applicant but also in terms of what the applicant may contribute following his/her return to the District through improved classroom teaching, diversification of instructional skills, leadership, curriculum development, or other considerations. Other selection criteria include seniority of service, health certification, professional attitude, and performance.

No more than the equivalent of 4 percent F.T.E. of the total certificated employees covered by this agreement may be on sabbatical leave, such number to be rounded to the nearest one-half F.T.E. As a separate sabbatical leave concept, the District may grant leave for retraining purposes for unit members who are underloaded and who are not qualified for reassignment into other areas. In any one academic year, such leaves shall not exceed two (2) percent F.T.E. of the unit members eligible for sabbatical leave. The determination as to the extent of underloading, as well as the qualifications for assignment, shall be within the sole discretion of the District. A program for retraining shall be prepared by the applicant and the District administration as part of the request for leave, and the continuation of the leave shall be contingent upon the completion of the retraining program.

The granting of sabbatical leaves for retraining shall not in any manner be intended to limit the granting of sabbatical leaves for other purposes as set forth herein.

Applications for sabbatical leaves for either one or two semesters must be submitted during the month of January of the preceding school year.

ARTICLE VI: LEAVES (Continued)

B. Leaves and Transfer Policies (Continued)

2. Long-Term Leaves

a. Sabbatical Leaves (Continued)

Selection (Continued)

The Sabbatical Leave Committee will meet by February 15 and make a recommendation by March 15. If suitable replacements, if needed, are not available, the leave shall not be granted. Final determination of sabbatical leaves will be made within 45 calendar days after the Committee makes recommendations.

A college committee of six members with three, including the Vice President for Instruction, appointed by the Superintendent/President, and three appointed by the Executive Board of the Association, will screen applications for Board consideration. The Vice President for Instruction will be the Chairman of the Committee. Recommendations of the Committee may be appealed to the Board of Trustees.

Compensation

Certificated employees granted a sabbatical leave for one semester shall be paid 100 percent of their full salary during such leave, to be paid during the semester of absence unless other arrangements are made within 30 days following the award of the sabbatical.

Certificated employees granted a sabbatical leave for a period of one school year shall be paid not less than 85 percent of their annual salary for the year in which the leave was taken.

To receive such compensation, a bond, at the District's expense, may be required.

ARTICLE VI: LEAVES (Continued)

B. Leaves and Transfer Policies (Continued)

2. Long-Term Leaves

a. Sabbatical Leaves (Continued)

Compensation (Continued)

Failure to render two (2) full years of service immediately following return from sabbatical leave will result in a payment to the District by the employee of a sum proportionate to the time of failure to meet the obligation of teaching in the two-year period. The bond will be exonerated in the event that failure of the employee to return and render two years of service is caused by the death or the physical or mental disability of the employee.

Insurance Coverage While On Leave

While on leave, the employee is to be considered as an active member of the regular staff and entitled to insurance benefits provided that he/she continues to pay any required insurance premiums. The college District shall pay the same insurance premium for the instructor on leave as paid for resident faculty members.

The same insurance provisions shall apply to any certificated employee of the District while on leave to participate in exchange assignments, such as Fulbright, etc.

Accident or Illness

Interruption of the program of study or research caused by serious accident or illness during a sabbatical leave, evidence of which is satisfactory, shall not prejudice an employee with regard to the fulfillment of the conditions regarding study or research on which such leave was granted nor affect the amount of compensation to be paid such employee under the terms of such sabbatical leave, provided, however, that the Superintendent/President has been promptly notified of such accident or illness, which, in general, shall be a registered letter mailed within fifteen days of such accident or illness. Any interruption due to illness beyond thirty days during the one semester leave or sixty days during the year leave, however, may result in the termination of the sabbatical leave at the discretion of the Board of Trustees, if the

ARTICLE VI: LEAVES (Continued)

B. Leaves and Transfer Policies (Continued)

2. Long-Term Leaves

a. Sabbatical Leaves (Continued)

Accident or Illness (Continued)

conditions upon which the leave was granted are unlikely to be met.

Return to Service

At the expiration of the leave of absence the employee shall, unless otherwise agreed, be reinstated in a position equivalent in duties to that held at the time of the granting of the leave.

Report on Sabbatical

Each employee returning from sabbatical leave shall file a written report relative to the purpose of the sabbatical leave with the Superintendent/President. This report, planned in consultation with the appropriate vice president prior to the leave, must provide evidence that the purpose of the sabbatical leave plan has been achieved. When formal college credit has been earned during the leave, an official transcript will be required.

Right to Continued Leave

An instructor who is successfully pursuing a program leading to an advanced degree while on a sabbatical leave and who has not completed the program will be granted an additional year of unpaid leave upon his/her application. The employee must supply a faithful performance bond acceptable to the District.

b. Exchange Programs

Certificated employees are encouraged to participate in exchange programs subject to administrative approval which will benefit both the college and the instructor concerned.

Any certificated employee of the District on leave to participate in exchange assignments shall receive regular District compensation for that period of employment. In programs where no exchange teacher is involved, the certificated employee shall receive

ARTICLE VI: LEAVES (Continued)

B. Leaves and Transfer Policies (Continued)

2. Long-Term Leaves

b. Exchange Programs (Continued)

compensation for that period of employment a sum equal to the difference, if any, between the regular salary and that paid to a replacement during the time of leave.

Regular state retirement contributions and group insurance premiums will be paid by the District during any exchange period in which the District pays the teacher full salary, with the employee making his/her normal contribution to the State Teachers' Retirement System. If any part of the employee's compensation is not paid by District funds, the employee then may pay full state retirement contributions on that portion of his/her current salary which is not paid for by the District, plus his/her own share and any interest levied on the total. If the employee chooses to pay nothing, months of retirement will be reduced accordingly. (Education Code, Section 22716)

c. Maternity Leave

Pursuant to Sections 87766 and 87781 of the Education Code, any certificated employee of the District, upon application to the Superintendent/President, shall be granted maternity leave not less than four months prior to the anticipated period of confinement.

The Governing Board of any school district shall provide for leave of absence from duty for any certificated employee of the District who is required to be absent from duty because of pregnancy, miscarriage, childbirth, and recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician. All provisions of the Certificated Employee Illness or Injury Leave of Absence Policy shall pertain to the Maternity Leave Policy; however, the employee retains the right to apply for a leave of absence without pay for all or any part of the period of pregnancy or recovery.

ARTICLE VI: LEAVES (Continued)

B. Leaves and Transfer Policies (Continued)

3. Benefits While On Leave

a. Paid Leave

Unless otherwise provided in this article, a certificated employee on a paid leave of absence shall be entitled to:

(1) Return to the same position held immediately before commencement of the leave.

(2) Receive credit for annual salary increments provided during this leave.

(3) Receive during this leave all other fringe benefits including, but not limited to, insurance and retirement benefits to the extent not expressly prohibited by law.

b. Unpaid Leave

Employees on unpaid leave shall be entitled to benefit coverage at their own expense to the extent permitted by the insurance carrier. In accordance with Education Code, Section 22716, employees on unpaid leave cannot maintain State Teachers' Retirement System benefits for the time while on leave.

ARTICLE VII: WAGES AND BENEFITS

A. Employee Benefits

1. Insurance Coverage

The District shall pay the premium of all regular or contract employees working one-half time or more, all faculty members on approved leaves and early retirements currently eligible for benefits for which the Board authorizes pay and/or benefits under present policy, and the cost of dependent coverage for all employees eligible for benefits, in accordance with 2. a., b., and c., as listed below:

2. a. Effective October 1, 1987, the District shall contribute to the Central Valley Schools' Health and Welfare Benefit Fund $234.00 per month for each covered employee for medical coverage 7863 as now offered or amended by Central Valley Schools' Health and Welfare Trust.

b. The District shall contribute to the Shasta-Trinity Schools Insurance Group JPA $40 per month for each covered employee for the four-step incentive dental program with $500 lifetime orthodontic benefits for children and adults, 50/50 co-payment, as now offered or amended by the Shasta-Trinity Schools Insurance Group JPA.

c. The District shall contribute to the Central Valley Schools' Health and Welfare Benefit Fund $14 per month for each covered employee for Vision Plan B, non-deductible, as now offered or amended by Central Valley Schools' Health and Welfare Trust.

d. If the Central Valley Schools' Health and Welfare Trust makes any change in rate or coverage, the District, Faculty Association, and CSEA shall meet and negotiate a course of action upon request of any party.

3. Health Benefits for Retirees

The District shall pay the full insurance premium of certificated employees and their dependents for those certificated employees who retire during the term of the contract, providing that the certificated employee has

ARTICLE VII: WAGES AND BENEFITS (Continued)

A. Employee Benefits (Continued)

3. Health Benefits for Retirees (Continued)

attained the age of 55 and has rendered fifteen (15) years of full-time service to the District, as follows:

group health insurance as provided to certificated bargaining unit members.

The exceptions to this Section are noted in Appendix D - Memorandum of Understanding.

4. Payroll Deductions

The District shall provide payroll deduction service for employees for tax sheltered annuities, credit unions, and life insurance.

5. Reduced Teaching Service Option

Regular certificated employees shall have the option to take a reduction in their workload from full time to part time and have their retirement benefits based on full-time employment.

In order to qualify for this program, the employee shall have ten years of prior full-time service in a position requiring certification in the public school system of California which includes grades K-12, community college, or as a teacher in the California State University and College System, of which the immediate preceding five years were full-time employment. (Sabbatical or other approved leave of absence shall not be used in computing the five-year, full-time service requirement.) The employee shall also have attained the age of 55 prior to the beginning of the school year or term in which the reduction in teaching service begins. It shall be the employee's responsibility to initiate the request for reduced teaching service.

The agreement or contract for reduced service shall be executed by the employee and the employer, in writing, prior to the period of reduced service at the beginning of the school year or before the beginning of the second half of the school year. The agreement can be revoked only with the mutual consent of the employee and the employer. Application for reduced service must be made by March 15 of the year preceding the implementation of the reduced load. Exceptions may be made by the Board of Trustees.

ARTICLE VII: WAGES AND BENEFITS (Continued)

A. Employee Benefits (Continued)

5. Reduced Teaching Service Option (Continued)

a. The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the employee's contract of employment during his or her final year of service in a full-time position. Agreements with beginning dates other than the start of the school year require the employee to serve at least one-half time for the remainder of that school year. Minimum salary paid shall be equal to no less than one-half time service.

b. Reduced service may be on a daily schedule or full time for at least one-half year upon mutual consent of both parties. The employee shall be paid a salary which is the pro rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment. He/she shall retain all other rights and benefits for which he/she or the District makes the payments, including those as provided in Section 53201 of the Government Code, that would be required if he/she remained in full-time employment.

c. No employee shall participate in part-time service after attaining the age of 70. Any employee in the program who reaches 70 during the school year may continue his/her reduced service for the balance of that year.

d. The employee and employer agree to submit contributions to the State Teachers' Retirement System based on the compensation which would be earned for full-time employment.

e. Full retirement credit is not earned until the end of the full school term or full school year. Participants who terminate prior to these concluding periods will receive retirement credit based on the salary actually paid in the proportion that it relates to the annual salary that would have been paid had the employment continued.

f. Retirement contributions for service not credited because of termination of contract or agreement, by resignation, dismissal or retirement, will be returned to the employee, or in case of death to the beneficiary.

ARTICLE VII: WAGES AND BENEFITS (Continued)

A. Employee Benefits (Continued)

5. Reduced Teaching Service Option (Continued)

g. All rights mandated by law and any additional benefits which may be granted by the District to its certificated employees shall be applicable to any and all such employees who are on contract for reduced teaching service.

h. The period of such part-time employment shall not exceed five (5) years.

6. Early Retirement Option

A regular certificated employee who has completed ten years of prior full-time service in a position requiring certification in the public school system of California which includes grades K-12, community college, or as a teacher in the California State University and College System, the last three of which shall have been full-time in the District; and who has attained the age of 55 prior to the beginning of the school year or term in which the reduction in service begins may apply for early retirement with limited service to the District.

A contract for such an agreement shall be initiated by the employee and executed by the employee and the employer, in writing, prior to retirement. The agreement can be revoked only with the mutual consent of the employee and the employer. Application for this option must be made by March 15 of the year preceding the implementation of the agreement. No employee shall continue to participate in the program after attaining the age of 65 or for a period in excess of five (5) years. Any employee in the program who reaches age 65 during the school year may continue his/her reduced service for the balance of the year.

The agreement will include all of the following provisions:

a. An assignment as a part-time teacher or consultant with a salary limit that equals the amount permitted by law.

b. Health and welfare benefits equivalent to those granted by the District to other District personnel until termination of the agreement.

c. The teacher's and the District's commitments for the part-time assignment or consulting duties.

ARTICLE VII: WAGES AND BENEFITS (Continued)

A. Employee Benefits (Continued)

7. Golden Handshake

a. During the periods March 1, 1988 through June 30, 1988; March 1, 1989, through June 30, 1989; and March 1, 1990 through June 30, 1990, the employee with five (5) years of service credit in the State Teachers' Retirement System (STRS) who is at least fifty (50) years of age, but who will not have reached the age of sixty (60) upon retirement, may apply, in writing, to STRS and the District for retirement with up to two (2) additional years of service credit.

b. All applicants shall be responsible for completing, in a timely manner, all necessary forms and applications required by STRS.

c. The District's obligation to participate in the "Golden Handshake" Program terminates on June 30, 1990.

B. Wages

1. Requirements for Salary Classifications

The previous salary classifications described in Board Policy 4141.1 may be followed by teachers employed before July 1, 1974. The following provisions are applicable to teachers hired after July 1, 1974, and others who elect to follow these new provisions.

Teachers are identified by their assignment when hired. The Vice President for Instruction will evaluate the teaching assignment and, in general, the B category will be available only to teachers who have had the required occupational experience needed to qualify as a vocational instructor under the California State Plan for Vocational Education.

ARTICLE VII: WAGES AND BENEFITS (Continued)

B. Wages

1. Requirements for Salary Classifications (Continued)

Credit up to five years of full-time prior teaching experience will be granted in establishing salary levels for faculty members. In those cases where vocational faculty members have occupational experience relating to their teaching field, one year on the salary scale, up to five years, will be granted for each two years of occupational experience.

Any degrees used in qualifying for classification must be from an institution accredited by one of the six recognized accrediting agencies in the United States or from a collegiate institution recommended by the Association and approved by the Board of Trustees. A doctoral differential will be added to an instructor's annual salary when an earned doctorate is held by the instructor.

The Salary Classification Table used for teachers employed after July 1, 1974, is as follows:

a. Vocational Groups, only.

Category B entering assignment to a vocational teachers' classification group will be done according to the following:

Group 1. Vocational teachers who had the high school diploma or equivalent and fewer than 60 semesters units when hired.

Group 2. Vocational teachers who had 60 or more semester units but less than a Bachelor's Degree when hired.

Group 3. Vocational teachers who have a Bachelor's Degree when hired.

A teacher will continue in the same group in which he/she was placed when hired and progress on the salary schedule according to the requirements of that group (1, 2, or 3) during his/her service at the college.

ARTICLE VII: WAGES AND BENEFITS (Continued)

B. Wages (Continued)

1. Requirements for Salary Classifications (Continued)

b. Requirements by Classification

CLASS I — Valid credential authorizing service at the community college level in the appropriate subject matter area (can be partial fulfillment, provisional, etc.) and one of the following:

Category A. Teachers not qualifying for Class II through V.

Category B. (Vocational Instructors, below)

Group 1. The high school diploma or equivalent and fewer than 30 semester units.

Group 2. Sixty or more semester units but has not been awarded the A.A. or A.S. Degree.

Group 3. Begins in Class II.

CLASS II — Valid credential authorizing service at the community college level in the appropriate subject matter area (can be partial fulfillment, provisional, etc.) and one of the following:

Category A. Bachelor's Degree and 24 semester units beyond the Bachelor's Degree date.

Categgory B. (Vocational Instructors, below)

Group 1. High School or equivalent and a total of 30 semester units.

Group 2. An A.A. Degree.

Group 3. A Bachelor's Degree.

ARTICLE VII: WAGES AND BENEFITS (Continued)

B. Wages (Continued)

1. Requirements for Salary Classifications (Continued)

b. Requirements by Classification (Continued)

CLASS III Valid credential (fully satisfied) and one of the following:

Category A. Master's Degree or Doctorate and 42 semester units beyond Bachelor's Degree date.

Category B. (Vocational Instructors, below)

Group 1. An Associate's Degree (A.A. or A.S.)

Group 2. An A.A. Degree and a total of 90 semester units.

Group 3. A Bachelor's Degree and 16 semester units beyond the degree date.

CLASS IV Valid appropriate credential (fully satisfied) and one of the following:

Category A. M.A. or Doctorate and 60 semester units beyond Bachelor's Degree date.

Category B. (Vocational Instructors, below)

Group 1. An A.A. Degree and a total of 90 semester units.

Group 2. A Bachelor's Degree.

Group 3. A Bachelor's Degree and 32 semester units beyond the Bachelor's Degree date.

ARTICLE VII: WAGES AND BENEFITS (Continued)

B. Wages (Continued)

1, Requirements for Salary Classifications (Continued)

b. Requirements by Classification (Continued)

CLASS V Valid appropriate credential (fully satisfied) and one of the following:

Category A. M.A. or Doctorate and 78 semester units beyond B.A.

Category B. (Vocational Instructors, below)

Group 1. A Bachelor's Degree.

Group 2. A Bachelor's Degree and 24 units beyond the Bachelor's Degree date.

Group 3. A Bachelor's Degree and 48 units beyond the Bachelor's Degree date.

2. Teachers' Salary Schedule for 1987-88

The following is the Teachers' Salary Schedule for 1987-88:

(See Page 42)

A.47

SHASTA-TEHAMA-TRINITY JOINT COMMUNITY COLLEGE DISTRICT
TEACHERS' SALARY SCHEDULE
1987-88

STEP	CLASS I	CLASS II	CLASS III	CLASS IV*	CLASS V*
1	20,697	21,886	23,075	24,264	25,453
2	21,886	23,075	24,264	25,453	26,642
3	23,075	24,264	25,453	26,642	27,831
4	24,264	25,453	26,642	27,831	29,020
5	25,453	26,642	27,831	29,020	30,209
6	26,642	27,831	29,020	30,209	31,398
7	27,831	29,020	30,209	31,398	32,587
8	29,020	30,209	31,398	32,587	33,776
9	30,209	31,398	32,587	33,776	34,965
10	31,398	32,587	33,776	34,965	36,154
11		33,776	34,965	36,154	37,343
12			36,154	37,343	38,532
13					39,721

*A doctorate differential of $1,254 will be added to the salary when an earned doctorate is held by the instructor. This makes the maximum teaching salary 40,975

Extended Service Differentials: Step 16 $1,189 x 1.05 = $1,248
plus x 1.10 = 1,308
Step 20 = $2,556
plus x 1.15 = 1,367
Step 25 = $3,923

ARTICLE VII: WAGES AND BENEFITS (Continued)

B. Wages (Continued)

3. Extended Service Differential

The following Extended Service Differential shall be applicable throughout the term of this contract.

a. Objective

To provide a financial incentive for faculty members to engage in professional growth experiences after they have reached maximum advancement on the teachers' salary schedule.

b. Policy

A teacher may apply at Step 16 for the first differential. Instructors who want to raise their salary classification for the succeeding school year must submit to the office of the Superintendent on or before April 30, a request on a form provided for that purpose. The approved form for the Extended Service Differential must be completed and submitted to the Instructional Vice President or the Dean of Vocational Education by June 1. Late applications shall be appealed to the District Superintendent. Verification of units or unit equivalents must be submitted to the Superintendent by November 1.

Additional differentials may be applied for at four- and five-year minimums.

To qualify, a teacher would have to show satisfactory performance during interim years and obtain three semester units or unit equivalents (when criteria are established).

Differentials would be:

Step 16 - 1.05 times the existing salary increment. This is added to the yearly salary to yield the total yearly salary.

Step 20 - 1.10 times the existing salary increment. To be added to computation for Step 16.

Step 25 - 1.15 times the existing salary increment. To be added to computation for Step 20.

ARTICLE VII: WAGES AND BENEFITS (Continued)

B. Wages (Continued)

3. Extended Service Differential (Continued)

b. Policy (Continued)

Teachers may apply to be placed on the salary schedule where they qualify according to years of service and three semester units for each step applied for at the time of adoption of Extended Service Differential system. The last three semester units for Steps 20 and 25 must have been completed within the last five years; for Step 16 within the last three years prior to the adoption of this policy. This section applied only to work completed prior to September 1, 1975.

Differentials shown on the extended schedule will not be considered to be part of the basic salary schedule.

c. Implementation

Units (or equivalents) to meet the Extended Service Differential requirements are to be approved on the appropriate form by the division director and the Instructional Vice President or Dean of Vocational Education prior to enrollment by a teacher in his/her class or classes to be used for this purpose. The credits for this requirement are to benefit the teacher and the students. If agreement among the teacher, the division director, and Administrator involved cannot be reached, the teacher may appeal for reconsideration of his/her application to a committee composed of one trustee, a representative chosen by the Shasta College Faculty Association and, in turn, those persons shall select a third member. All members are to be chosen shortly after the beginning of the school year and not later than October 31.

d. Unit Equivalence

A petition will be filed by the instructor for the desired unit equivalence in the Vice President for Instruction's Office. The petition may be:

(1) A request for tentative approval of work to be done prior to the beginning of the work.

ARTICLE VII: WAGES AND BENEFITS (Continued)

B. Wages (Continued)

3. Extended Service Differential (Continued)

d. Unit Equivalence (Continued)

(2) A request for approval upon completion of the work. There will be no deadlines for work done and unit equivalents granted other than any time span limitations specifically stated in other portions of the contract pertaining to movement on the salary schedule from step to step and class to class.

Unit equivalents granted will be directly related to hours as follows:

(1) Sixteen (16) hours of lecture equals one (1) unit.

(2) Forty-eight (48) hours of nonlecture equals one (1) unit.

When a direct hour-to-hour relationship cannot be shown, other methods will be used to determine unit value. Two possible examples are:

(1) A conference lasts 40 hours, but only 16 hours can be shown as relevant. One unit will be granted if these hours are lecture-type. One-third (1/3) of a unit will be granted if these hours are non-lecture type. (This partial unit may be used in conjunction with other partial units already granted or future partial units to be earned at a later date.)

(2) An instructor works all summer in a field related to his/her teaching field. Knowledge gained in his/her field should be prorated to a specific number of hours, and unit equivalents will be granted on the basis of:

(a) How much new knowledge was gained.

(b) How this knowledge will improve the instructor's teaching. (The instructor should be prepared to explain in detail.)

In either of the two situations outlined above, the instructor should list the total hours involved and then carefully prorate these to actual learning hours (either lecture, non-lecture, or both).

ARTICLE VII: WAGES AND BENEFITS (Continued)

B. Wages (Continued)

3. Extended Service Differential (Continued)

d. Unit Equivalence (Continued)

Contents of Petition

The petition shall contain:

(1) Date(s) of work. If the work has been done over a period of time, state beginning and ending date.

(2) Area of work

(3) Relevancy of work to teaching assignment

(4) Relevancy of work to one's own professional growth

(5) Description or outline of work done

(6) Documentation of work done

Some suggested activities that may qualify for unit equivalents:

(1) Conferences

(2) Workshops

(3) Seminars

(4) Professional Meetings

(5) Performances

(6) Exhibitions

(7) Publications

(8) Summer jobs in a related field

(9) Nonpaid summer projects

(10) Independent research work related to the teaching field.

ARTICLE VII: WAGES AND BENEFITS (Continued)

B. Wages (Continued)

3. Extended Service Differential (Continued)

d. Unit Equivalence (Continued)

(11) Educational-related activities to improve teaching. (This may be out of the teaching field, but it should be shown that the instructor needs this to improve his/her teaching.)

(12) Sabbatical leaves (non-unit) up to three (3) units per semester

If the agreement among the instructor, division director, and the Vice President for Instruction cannot be reached, the decision may be appealed to the Committee constituted in Section c. above.

4. Part-Time Employee Schedule - Daytime

a. Part-time day instructors, counselors, and librarians with an assignment equal to fifty percent (50%) or more of a full-time assignment shall be placed on the regular day salary schedule according to their degrees and years of experience and shall be paid according to their portion of a full-time assignment. The portion of a full-time assignment for a part-time day instructor shall be pro-rated based upon the average number of teaching units taught by other instructors rendering the same or similar service.

b. Part-time day instructors with an assignment equal to less than fifty percent (50%) of a full-time assignment being paid pro rata for at least a full semester during the 1985-86 academic year may continue to be paid pro rata so long as they remain continuously employed (at least one full semester per academic year) in a part-time day assignment. No advancement would be made on the schedule until his/her teaching time totaled a full year, with the exception that teachers employed for fifty percent (50%) or greater time for the preceding year who shall be advanced.

c. Except as set forth above, part-time day instructors shall be paid on the hourly salary schedule.

ARTICLE VII: WAGES AND BENEFITS (Continued)

B. Wages (Continued)

4. Part-Time Employee Schedule - Daytime (Continued)

d. Instructors teaching ungraded classes (non-credit, adult education) at any off-campus location less than sixty percent (60%) of a full-time assignment based on a normal instructional workload of 30 hours per week, will be paid on an hourly basis on the regular hourly salary schedule.

e. The number of full-time equivalent part-time hourly instructors in the day program teaching full semester academic courses other than those instructors teaching ungraded courses as described in d. above, will not exceed 12.5 percent of full-time equivalent contract and regular certificated employees and day instructors receiving pro rata pay.

5. Alternate Learning Systems Instructors

If an alternate learning systems (ALS) course does not attain the minimum enrollment established by the District by the end of the second week of a semester, the sponsoring instructor shall be paid in accordance with the following formula:

Total number of course hours of instruction X part-time hourly instructor rate ÷ minimum student enrollment X number of students enrolled = compensation.

6. Part-Time Certificated Employees' Hourly Salary Schedule for 1987-88

The following is the Part-Time Certificated Employees' Hourly Salary Schedule for 1987-88:

(See Page 49)

ARTICLE VII: WAGES AND BENEFITS (Continued)

B. Wages (Continued)

6. Part-Time Certificated Employees' Hourly Salary Schedule for 1987-88 (Continued)

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
1	20.81	21.18	21.55	21.92	22.29
2	21.18	21.55	21.92	22.29	22.66
3	21.55	21.92	22.29	22.66	23.03
4	21.92	22.29	22.66	23.03	23.40
5	22.29	22.66	23.03	23.40	23.77
6	22.66	23.03	23.40	23.77	24.14
7	23.03	23.40	23.77	24.14	24.51
8	23.40	23.77	24.14	24.51	24.88

A total of 15 T. Units will be used as the equivalent of a full-time load for vertical progression on the salary schedule. Years of experience for vertical progression on this schedule will be granted on the same basis as that used for placement on the full-time schedule. No advancement would be made on the schedule until their teaching time totaled a full year. However, teachers employed 50 percent or greater time for the preceding year shall be advanced. (Board Policy 4141.4)

ARTICLE VII: WAGES AND BENEFITS (Continued)

B. Wages (Continued)

7. Policy Concerning Mileage and Travel Allowance Payments to Evening Teachers

Teachers employed through the Evening Education Program shall be paid for travel to their class or classes at the regular college rate per mile only for miles over 65 miles per round trip. In addition, they will be paid one-half the regular hourly teaching rate per hour of driving time to and from their classes only for driving time in excess of one hour per round trip. Any such payment will be subject to the authorization of the Dean of Evening On- and Off-Campus Programs.

C. Pay Periods

The annual salary of regular certificated employees shall normally be paid in twelve (12) installments. A regular certificated employee may, however, request in writing prior to August 1 of any year that he/she be paid in ten (10) equal monthly installments on the last working day of each month beginning in September. A written request, once made, shall be irrevocable until the following year. If no written request is received, the employee shall be paid in the same manner as during the previous year.

ARTICLE VIII: PAYROLL DEDUCTIONS

A. General Procedures

Pursuant to Education Code Section 87833, the District will deduct from the pay of Association members and pay to the Association the normal and regular monthly Association membership dues as voluntarily authorized in writing by the employee of the District subject to the following conditions:

1. Such deduction shall be made only upon submission of a mutually accepted form to the designated representative of the District duly completed and executed by the employee and the Association.

2. The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing fifteen (15) days or more after such submission.

The Association agrees to furnish any information needed by the Board to fulfill the provisions of this Article. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or equivalent fee, the Board agrees promptly to remit monthly, within thirty (30) days following the date of deduction on the faculty member's pay warrant, such monies to the Association's designee, accompanied by an alphabetical list of faculty members for whom such deductions have been made, categorizing them as to membership or nonmembership in the Association, and indicating any changes in personnel from the list previously furnished.

B. Association Dues and Agency Fee

Any certificated employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from the regular salary check of the certificated employee each month for ten months. Deductions for certificated employees who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

ARTICLE VIII: PAYROLL DEDUCTIONS (Continued)

B. Association Dues and Agency Fee (Continued)

Any certificated employee who is not a member of the Association or who does not make application for membership within thirty (30) days of the effective date of this agreement, or, for those hired after the effective date of this agreement, within thirty (30) days from the date of commencement of teaching duties, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees, and general assessment, payable to the Association; provided, however, that the certificated employee may authorize payroll deduction for such fee in the same manner as provided in Paragraph 1 of this Article.

If, by any reason of religious conviction, a member of the bargaining unit cannot support membership in the Association, then the member shall contribute an amount equal to all regular and periodic duties as appropriate, to the Shasta College Scholarship Fund. In the event that a certificated employee shall not pay such fee directly to the Association or authorize payment through payroll deductions, as provided in Paragraph 1, the Board shall, pursuant to Government Code, Section 3540.1(i) (2), immediately cause the termination of employment of such certificated employee. The parties agree further that the failure of any certificated employee to remain a member in good standing of the Association or to pay the equivalent of Association dues, initiation fees, and general assessments during the term of this agreement shall constitute, pursuant to Government Code, Section 3540.1(i) (2), just and reasonable cause for discharge from employment. This provision does not apply to part-time hourly unit members during any semester when such unit member works forty-five (45) or less faculty contact hours.

ARTICLE IX: SAFETY CONDITIONS OF EMPLOYMENT

The District shall conform to all the legal requirements of the local, state, and federal safety requirements, including the Occupational Safety and Health Act (OSHA).

ARTICLE X: GRIEVANCES

A. Introduction

Any member of the unit has the right to have representatives of thei choice present in the grievance process. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this agreement, and that the Association has been given an opportunity to state its views in regards to adjustment prior to the execution.

B. Definitions

Grievance -- disputes arising from the interpretation, application, or violation of this agreement.

Grievant -- may be any members of the unit covered by the terms of this agreement or a "grievant" may be the Shasta College Faculty Association (CTA/NEA).

Day -- any day that teachers are required to be on duty.

C. Informal Level

Before filing a formal grievance, the grievant should attempt to resolve it by an informal conference with the immediate supervisor.

D. Formal Level

1. Level I

Within twenty (20) days after an employee knows or reasonably should have known of the event giving rise to the grievance, if the grievant wishes to pursue the grievance, the grievant must submit the grievance, in writing, to the immediate supervisor. The 20-day limitation shall not apply to grievances arising under Article IV, B, 4 & 5.

This statement shall be a statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and a specific remedy sought.

ARTICLE X: GRIEVANCES (Continued)

D. Formal Level (Continued)

1. Level I (Continued)

The supervisor shall communicate a decision to the employee in writing within ten (10) days after receiving the grievance. Either the grievant or the supervisor may request a conference within the above time limit. If the supervisor does not respond within the time limits, a grievant may appeal to the next level.

2. Level II

In the event the grievant is not satisfied with the decision at Level I, the decision may be appealed on an appropriate form to the vice president in charge of the grievant's area within ten (10) days. This statement should include a copy of the original grievance, the decision rendered, and a statement of the specific reasons for the appeal.

The vice president shall communicate a decision within ten (10) days after receiving the appeal. Either the grievant or the vice president may request a conference within the above time limits. If the vice president does not respond within the time limits, the grievant may appeal to the next level.

3. Level III

If the grievant is not satisfied with the decision at Level II, he/she may within ten (10) days appeal the decision on an appropriate form to the Superintendent/President. This statement shall include a copy of the original grievance and appeal, the decisions rendered, and a statement of the specific reasons for this appeal.

The Superintendent/President shall communicate his decision to the grievant within ten (10) days. Either the grievant or the Superintendent/President may request a conference within the above time limits. If the Superintendent/President does not respond within the time limits provided, the grievant may appeal to the next level.

ARTICLE X: GRIEVANCES (Continued)

D. Formal Level (Continued)

4. Level IV

If the grievant is not satisfied with the decision at Level III, he/she may within ten (10) days appeal the decision on an appropriate form to the Board of Trustees. This statement shall include a copy of the original grievance and appeals, the decisions rendered, and a statement of the specific reasons for this appeal.

The Board of Trustees shall communicate their decision to the grievant within twenty (20) days. Either the grievant or the Board of Trustees may request a conference within the above time limits. This conference will be at a regularly scheduled Board meeting and shall be subject to the provisions of Government Code 54957, Ralph M. Brown Act, section on executive sessions, "...unless such officer or employee requests a public hearing."

If the Board of Trustees does not respond with the time limits provided, the grievant may appeal to the next level. If the grievant is not satisfied with the decision rendered by the Board of Trustees, the grievance will be referred to Level V.

5. Level V

If the grievant is not satisfied with the decision at Level IV, he/she may request in writing within ten (10) days that the grievance be submitted to arbitration through the Grievance Committee of the Association as provided in Section 3543 of Chapter 10.7 to Division 4 of Title 1 of the Government Code.

A joint request will be made to the State Mediation and Conciliation Services to provide a list of arbitrators.

Within ten (10) school days after receiving a list of arbitrators, the Superintendent/President and the Grievance Committee will meet and reach agreement on a mutually acceptable arbitrator. In the absence of a mutually accepted method of selecting an arbitrator, the arbitrator will be selected by alternately striking a name from a list of five arbitrators submitted by either of the above-mentioned arbitration services.

The arbitrator selected will be bound by the rules of the AAA.

ARTICLE X: GRIEVANCES (Continued)

D. Formal Level (Continued)

5. Level V (Continued)

The arbitrator so selected will confer with the Superintendent/President and/or his representatives and the grievant or the Grievance Committee and hold any hearings necessary to ascertain the pertinent facts in the case. The arbitrator will issue a decision no later than thirty (30) days following the conclusion of his/her investigation. The decision will be in writing and will stipulate findings of fact, reasoning, and conclusions on the issues submitted.

The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates terms of the agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as he/she judges to be proper.

Any dispute regarding grievability or arbitrability may be submitted to the arbitrator by either party. However, the District has the right to have the issue of arbitrability determined prior to proceeding with the arbitration on the merits of the dispute, provided the arbitration hearing is likely to extend beyond one day. The arbitrator may make a bench decision on the issue of arbitrability with the mutual consent of the parties.

The decision of the arbitrator will be submitted to the Board of Trustees and the grievant (or the Grievance Committee in his/her behalf) and will be binding on the parties of this agreement.

The costs for the services of the arbitrator, including related expenses, if any, will be borne equally by the Board and the grievant or the Association if they represented the grievant. All other costs will be borne by the party incurring them.

ARTICLE XI: SAVINGS PROVISION

If any provision of this contract or the application of such provision to any persons or circumstances shall be held invalid, the remainder of this contract or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

ARTICLE XII - MISCELLANEOUS PROVISIONS

A. Meeting and Negotiating

During the term of this agreement, except as provided herein, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter, whether referred to or covered in this agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this agreement, and even though such subjects or matters were proposed and later withdrawn. This provision is not intended to allow the District to engage in unilateral changes of mandatory subjects of bargaining on issues which have not been negotiated by the parties.

B. Directing the Work

Except as otherwise agreed to in this agreement, it is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers is the right to: determine the times and hours of operation; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns and personnel requirements; maintain the efficiency of District operation; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work as legally allowed under the education and government codes.

Attached to this contract as Appendix E is a Memorandum of Understanding relating to this Article.

C. Release Time for the Faculty Association President

The Faculty Association President shall be given 20 percent release time based upon the average number of Teaching Units taught by other instructors rendering the same or similar service, or as appropriate for certificated bargaining unit members who are not instructors.

Beginning with the release time to be granted for the 1986-87 school year, the Association shall notify the District no later than March 1 of the immediately preceding school year of the name of the individual to be granted the release time as Faculty Association President.

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ARTICLE XIII - COMPLETION OF MEET AND NEGOTIATIONS

Board of Trustees

Kenneth B. Cerreta
District Superintendent/
President

1/8/88
Date

Certificated Exclusive
Representatives

Larry Lease
President
Shasta College Faculty
Association/CTA/NEA

Dr. Michel Small
Chief Negotiator

1-29-88
Date

Board Approved 3/25/87

APPENDIX A

A66

SHASTA COLLEGE
ACADEMIC CALENDAR
1987-1988

Classes Begin: August 31, 1987
College Closes: June 10, 1988

Teacher Year Ends: June 10, 1988

Fall Semester

S M T W T F S

AUGUST

30 [31]

1 Teaching Day

SEPTEMBER

		1	2	3	4	5
6	(7)	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Holiday
Sept. 7-Labor Day

21 Teaching Days

OCTOBER

				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

22 Teaching Days

NOVEMBER

1	2	3	4	5	(6)	7
8	9	10	11	12	(13)	14
15	16	17	18	19	20	21
22	23	24	25	(26)	(27)	28
29	30					

Holidays
Nov. 11-Veteran's Day
Nov. 26-Thanksgiving Day
Nov. 27-Day After Thanksgiving

18 Teaching Days

DECEMBER

		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	(21)	(22)	(23)	(24)	(25)	26
27	(28)	(29)	(30)	(31)		

Holidays
Dec. 21-31-Christmas Break

14 Teaching Days

JANUARY

					(1)	2
3	4	5	6	7	8	9
10	11	12	(13	14	15	16
17	18	[19]				

Holiday
Jan. 1-New Year's Day

12 Teaching Days

Spring Semester

S M T W T F S

FEBRUARY

	[1]	2	3	4	5	6
7	8	9	10	11	(12)	13
14	(15)	16	17	18	19	20
21	22	23	24	25	26	27
28	29					

Holidays
Feb. 12-Lincoln's Day
Feb. 15-Washington's Day

19 Teaching Days

MARCH

		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	(28)	(29)	(30)	(31)		

Holidays
Mar. 28-31-Spring Recess

19 Teaching Days

APRIL

					(1)	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Holiday
April 1-Spring Recess

20 Teaching Days

MAY

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	(30)	31				

Holiday
May 30-Memorial Day

21 Teaching Days

JUNE

			1	2	3	4
5	(6	7	8	9	[10]	

8 Teaching Days

Commencement: June 10, 1988

Fall Semester Begins: August 31, 1987
Fall Semester Ends: January 19, 1988
Fall Semester Total Days: - 88
Fall Exams Start: January 13, 1988
Teachers on Duty a Total of 175 Days

Spring Semester Begins: February 1, 1988
Spring Semester Ends: June 10, 1988
Spring Semester Total Days: - 87
Spring Exams Start: June 6, 1988

(If any school days are cancelled or mandated holidays changed, the parties will meet and negotiate how they are to be made up.)

SHASTA COLLEGE
Redding, California

EVALUATION SUMMARY REPORT - INSTRUCTORS

INSTRUCTOR _____ DIVISION _____

ASSIGNMENT _____

DATE _____ FOR SCHOOL YEAR _____

Remarks are required for each area. If insufficient evidence for rating any factors, please so state.

AREAS OF EVALUATION	Excellent	Satisfactory	Improvement Needed	Unsatisfactory	REMARKS (REQUIRED)
I. Teaching Performance in Class Sessions Observed:					
A. Preparation					
1. Instructor was well prepared in subject area.					
2. Presentations were designed to meet the course objectives.					
3. Presentation of materials was well organized.					
B. Presentation					
1. Instructor answers questions effectively.					
2. Instructor explains clearly, using examples when appropriate.					
3. Instructor encourages student participation when appropriate.					
4. Instructor adapts teaching methods to the class.					
II. Student Evaluation: (based on evaluation by students)					
A. Refer to items on student evaluation forms which are of concern.					

EVALUATION SUMMARY REPORTS - INSTRUCTORS

AREAS OF EVALUATION	Excellent	Satisfactory	Improvement Needed	Unsatisfactory	REMARKS (REQUIRED)
III. Course Objectives and Policies:					
1. Instructor analyzes and evaluates objectives, methods, and procedures.					
2. Instructor is continuing to grow professionally by acquiring additional knowledge of subject matter and teaching methods.					
IV. Staff and College Relationships:					
1. Instructor works with others toward the solution of professional and social problems.					
2. Instructor is friendly and cooperative with both certificated and classified staff.					
3. Instructor is involved in non-classroom professional activities (committees, etc.).					
4. Instructor submits prompt and accurate records and reports.					
V. All Factors Rating:					

EVALUATION SUMMARY REPORT - INSTRUCTORS

DESCRIBE THIS INDIVIDUAL'S STRENGTHS (REQUIRED)

DESCRIBE THIS INDIVIDUAL'S WEAKNESSES (REQUIRED):

I have read this report and have discussed it with the people concerned.

Comments:

Only persons directly involved in evaluation are expected to sign the form.

Department Head

Division Director

Other person involved in evaluation

Dean for Vocational Education

Assistant Superintendent

District Superintendent/President

Signature of Instructor

Date

NOTE: Please attach classroom observation reports and student evaluation summary.

SHASTA COLLEGE

APPLICATION FOR SABBATICAL LEAVE

Name _____ Division _____

Period Leave is to cover _____

Length of Service in District - Beginning Date _____

Type of Service Rendered (teaching courses in present assignment, counseling, etc.)

_____

Health Certification _____
(A Physical Examination showing current health status - should be a form or letter from your physician attached).

Why this proposal cannot be carried on in the summer or by Faculty Development Project but can be done better during the academic year.

Could it be postponed for one year?_____Type of Leave Requested: Check one or more and give details on the appropriate supplemental form or forms. _____a. Travel and Visitation
_____b. Return to School _____c. Independent Study through Conferences, Seminars, Etc.
_____d. Independent Research _____e. Working In Your Teaching Field.

Summary Statement on how your Leave will be carried out:

Brief Statement on how your activities while on leave will benefit the students and Shasta College (additional explanation may be made on attached documents and as described in Instruction #5.

The information included in this application is accurate and I do agree to submit the required written report upon return from my leave if approved.

Applicant's signature _____Date submitted:_____

I have examined this proposal and discussed the application with the instructor.

Signature of Division Chairman_____.

Name of Applicant _____ Division _____

SABBATICAL LEAVE APPLICATION SUPPLEMENT A - TRAVEL AND VISITATION

1. Where is the proposed travel?

2. Basic means of transportation during travel?

3. Estimated mileage of travel. Do not include mileage to or from basic starting and ending points. (Ex. mileage to fly from Redding to Europe).

4. List the special interests and visitations you will be concentrating upon while traveling and comment upon the information you hope to gain particularly as it relates to your college assignment. (Ex. museums, universities, and junior colleges, geological formations, historical sites, etc.)

5. How do you feel the information gained will help to improve yourself and your teaching.

6. How will this trip be recorded?

7. List itinerary of travel with approximate dates. Underline or asterisk major stopovers. Keep it flexible enough that minor changes can be made during the time of travel. No major changes shall be made without prior notification to the administration and Sabbatical Leave Committee.

8. At major stopovers, list events you expect to attend, places you expect to visit or activities you expect to do (participate in). These should be ones particularly related to the major purposes of your travel and visitation.

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Name of Applicant _____ Division _____

SABBATICAL LEAVE APPLICATION SUPPLEMENT B - RETURNING TO SCHOOL

1. Name of school or schools being considered: (proof of eligibility for acceptance would be required by April 15 for a leave for the following school year or by November 15 of the preceding calendar year for a Spring semester sabbatical - a letter of admissibility could be submitted with this application or by the above dates).

2. Course of Study (program, courses, credits, etc. - as best as they can be predicted at this time).

3. Statement on relationship of this study to your current or future teaching assignment.

4. Reason for returning for advanced collegiate study (new assignment or revision of existing assignment, degree or credential to be acquired, advanced research, etc.)

Name of Applicant _____ Division _____

SABBATICAL LEAVE APPLICATION SUPPLEMENT C

INDEPENDENT STUDY THROUGH CONFERENCES, SEMINARS, ETC.

1. List conferences or other activities that will be attended: (name, location, dates, description of conference, length, etc. - include announcement describing activity if possible - include letter or letters of acceptance when possible). In final report document attendance at these conferences.

2. Independent study not involving specific conferences or meetings should be described as above with attached letters showing approval of the plan by the schools and/or other agencies involved.

3. Show the ways in which the activities planned above will benefit the College.

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Name of Applicant _____ Division _____

SABBATICAL LEAVE APPLICATION SUPPLEMENT D - INDEPENDENT RESEARCH

For all items below use additional sheets of paper if necessary.

1. Outline research project planned. Include a list of research objectives.

2. Briefly outline your planned basic research methods, procedures, and techniques for achieving your research objectives.

3. Be as specific and complete as possible in listing, in chronological order, the locations where your research is to be carried out.

4. List the institutions and their services that you may use during the course of your research even though you may not be formally affiliated with them. Include, where possible, copies of correspondence from the institutions concerned. (letters from libraries, academic departments, individuals, etc., indicating their cooperation with you).

5. What teaching or study materials or copies thereof (books, pamphlets, papers, slides, specimens, models, equipment, etc.) may be actually deposited in Shasta College for the use of teachers and/or students, as a result of this sabbatical leave?

Name of Applicant _____ Division _____

SABBATICAL LEAVE APPLICATION SUPPLEMENT E

WORKING IN YOUR TEACHING FIELD

1. Name of your employer and location of your job assignment. Estimate the amount of compensation. (See Instructions No. 6 g.)

2. Indicate your position with the company during your term of employment and outline your duties.

3. State reasons you feel this form of leave will be of value to you.

4. Explain how this activity will be of value to the College.

MEMORANDUM OF UNDERSTANDING
MAY 30, 1985

The Shasta-Tehama-Trinity Joint Community College District and the Shasta College Faculty Association agree as follows:

1. Maureen Cooney, Dorothy Davis, Jane Fulton, George Grahn, Marcia McKenzie, and Barbara Shultz shall be eligible for health benefits for retirees as follows:

   The District shall pay the full insurance premium of certificated employees and their dependents for those certificated employees who retire during the term of the contract, providing that the certificated employee has attained the age of 55 and has rendered three years of full-time service to the District, as follows:

   Group health insurance as provided to certificated bargaining unit members.

SHASTA-TEHAMA-TRINITY JOINT COMMUNITY COLLEGE DISTRICT

By _____
SUPERINTENDENT/PRESIDENT

SHASTA COLLEGE FACULTY ASSOCIATION

By _____

APPENDIX E

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MEMORANDUM OF UNDERSTANDING
MAY 29, 1985

The Shasta-Tehama-Trinity Joint Community College District (District) and the Shasta College Faculty Association/CTA/NEA (Association) hereby agree that at the request of either party, Article XII (Miscellaneous Provisions) may be re-opened in connection with any other reopener provided for in the collective agreement between the parties. The re-opening of Article XII shall not count as one of the re-openers authorized by the collective agreement.

BOARD OF TRUSTEES
SHASTA-TEHAMA-TRINITY JOINT
COMMUNITY COLLEGE DISTRICT

By Kenneth B Cerreta
Kenneth B. Cerreta
District Superintendent/
President

SHASTA COLLEGE FACULTY
ASSOCIATION/CTA/NEA

By Allen J Hansen

October 27, 1987
Letter of Understanding
Regarding the Early Retirement Incentive Options Committee

The Shasta College Faculty Association/CTA/NEA hereby agree to the following regarding the Calendar Study Committee:

The parties shall form a joint study committee to study and report to the District and the Association concerning early retirement incentive options. The District and the Association shall each designate three members to serve on the committee. The committee shall not have the authority to bind either party. The committee shall complete its report by March 31, 1988. The parties agree to meet and negotiate concerning the report following its receipt.

Kenneth B. Cerreta
District Superintendent/
President
Shasta-Tehama-Trinity Joint
Community College District

Dr. Michel Small
Chief Negotiator
Shasta College Faculty
Association/CTA/NEA

APPENDIX G

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October 27, 1987
Letter of Understanding
Regarding Sabbatical Leave Moratorium

The Shasta College Faculty Association/CTA/NEA and the District hereby agree to the following regarding sabbatical leaves:

There shall be a moratorium on the granting of sabbaticals for the 1988-89 academic year.

Kenneth B. Cerreta
District Superintendent/
President
Shasta-Tehama-Trinity Joint
Community College District

Dr. Michel Small
Chief Negotiator
Shasta College Faculty
Association/CTA/NEA

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October 27, 1987
Letter of Understanding
Regarding Joint Study Committee to Review
Criteria for the Granting of Sabbatical Leaves

The Shasta College Faculty Association/CTA/NEA and the District hereby agree to the following regarding sabbatical leaves:

The Association and the District shall form a joint study committee to review criteria for the granting of sabbatical leaves. The Association and the District shall each appoint three members to the committee. The committee shall not have the authority to bind either party. The committee shall complete its report prior to April 15, 1988, and shall meet upon receipt of development of suggested areas of study by the District.

Kenneth B. Cerreta
District Superintendent/
President
Shasta-Tehama-Trinity Joint
Community College District

Dr. Michel Small
Chief Negotiator
Shasta College Faculty
Association/CTA/NEA

October 27, 1987
Letter of Understanding
Regarding Medical Insurance Premium Refund

The Shasta College Faculty Association/CTA/NEA and the District hereby agree to the following regarding medical insurance premium withheld:

As soon as practicable, following ratification, the District shall refund any medical insurance premium withheld from unit members since September 1, 1987.

Kenneth B. Cerreta
District Superintendent/
President
Shasta-Tehama-Trinity Joint
Community College District

Dr. Michel Small
Chief Negotiator
Shasta College Faculty
Association/CTA/NEA

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October 27, 1987
Letter of Understanding
Regarding 1988-89 Calendar Negotiations

The Shasta College Faculty Association/CTA/NEA and the District hereby agree to the following regarding calendar negotiations:

The parties shall promptly meet and negotiate concerning the 1988-89 calendar separately from these negotiations.

Kenneth B. Cerreta
District Superintendent/
President
Shasta-Tehama-Trinity Joint
Community College District

Dr. Michel Small
Chief Negotiator
Shasta College Faculty
Association/CTA/NEA

ERIC Clearinghouse for
Junior Colleges OCT 28 1988